Terms and Conditions

§1 Scope

The legal relationship between the publicly appointed expert and the client is governed by these terms and conditions. Deviating terms of the client become part of the contract only if the hotel expert expressly acknowledges them in writing (e.g., email).

§2 Engagement

Acceptance of the engagement and any oral, telephone or employee agreements, assurances or side agreements require written confirmation by the hotel expert to be effective. The assignment covers all types of expert activities, including fact finding, statements of experience, cause analysis, valuation and review, and may include arbitration or expert arbitration services. **Subject matter and intended use** of the report must be specified in writing when the assignment is placed.

§3 Performance of the Assignment

The assignment shall be performed impartially and to the best of the expert's knowledge and conscience, in accordance with the principles applicable to publicly appointed and sworn experts. **No guaranteed outcome** is given beyond objective, impartial application of expertise. The expert performs the work personally but may use qualified staff for preparation while retaining responsibility. If specialists from other disciplines are required, they shall be engaged by the client. The expert may carry out necessary inspections, inquiries, travel and documentation (photos/drawings) at his discretion, provided costs remain reasonable in relation to the total fee. Time- or cost-intensive investigations exceeding normal effort require prior client approval. The expert is authorized to obtain necessary information from parties and authorities; the client shall provide a separate power of attorney if needed. Reports are delivered within the agreed timeframe. Deliverables are provided in writing (digital PDF); printed copies are charged separately. Upon full payment, supplied documents are returned on request; digital data are deleted in accordance with retention obligations.

§4 Client Obligations

The client must not issue instructions that could influence or falsify factual findings or the report's outcome. The client shall provide all necessary information and documents free of charge and in a timely manner and shall proactively inform the expert of all relevant circumstances.

§5 Confidentiality and Data Processing

The expert is bound by confidentiality under §203(2) No. 5 StGB and must not disclose or exploit reports, facts or documents without authorization; this obligation continues beyond the assignment. Personal data are processed solely to fulfil the contract in accordance with GDPR; details are available in the privacy policy on the website.

§6 Copyright

The expert retains copyright in his deliverables where applicable. The client may use the report and its

calculations only for the agreed purpose. **Transfer, alternative use, abridgement or alteration** requires the expert's written consent. Publication requires consent; reproductions are permitted only within the intended use.

§7 Fees and §8 Payment

Fees are due as expressly agreed and include general office costs. **Expenses** (travel, external database queries) are charged at actual cost or agreed flat rate. VAT is included for consumer contracts; for businesses and public entities VAT is charged additionally. Fees become payable upon receipt of the report (usually PDF by email). In case of default, statutory default interest applies; claims for higher damages remain reserved. Insolvency of the client renders all claims immediately due. Offsetting is permitted only with undisputed or legally established claims.

§9 Deadlines and §10 Termination

Delivery periods start upon contract conclusion but not before receipt of required documents and any agreed advance. The expert is only in default if responsible for the delay. Force majeure extends deadlines appropriately; permanent impossibility relieves the expert of obligations without liability for damages. The contract may be terminated by either party for good cause in writing. In case of termination by the expert for client default, fee claims are limited to objectively usable partial services; otherwise the expert retains the fee less saved expenses (flat 40% of unperformed services unless proven otherwise).

§11 Warranty and §12 Liability

Initial remedy is free rectification. If rectification fails twice or is unjustly refused, the client may rescind or reduce. Obvious defects must be reported in writing within two weeks of receipt, otherwise warranty claims by entrepreneurs lapse. The expert is fully liable for injury to life, body or health; for other damages only for intent or gross negligence. For breach of essential contractual obligations liability for slight negligence is limited to typical, foreseeable damage; liability for simple negligence is otherwise capped at twice the net fee. Statutory limitation periods apply from acceptance/delivery.

§13 Place of Performance and Jurisdiction

Place of performance is the expert's professional office. If the client is a merchant, public law entity or special public fund, **Berlin** is the exclusive place of jurisdiction. The same applies if the client has no domestic jurisdiction or relocates abroad after contract conclusion. **German law** applies exclusively, excluding the CISG.

§14 Severability and Amendments

If any provision is invalid or unenforceable, the remainder of the contract remains effective. An effective provision closest to the economic purpose of the invalid clause shall replace it. Amendments require written form, including changes to this clause.

As of May 2025